IN THE HIGH COURT OF JUDICATURE AT PATNA

Cr.Misc. No.41534 of 2007

VIDYA SHANKAR PANDAY ……..Petitioner

Versus

1.SANTOSH PANDEY @ KUMAR SANTOSH PANDEY

2. THE STATE OF BIHAR

…….Opposite parties

with

Cr.Misc. No.41536 of 2007

VIDYA SHANKAR PANDEY…….Petitioner

Versus

1. SANJAY KUMAR PANDEY
2. THE STATE OF BIHAR

……Opposite parties

with

Cr.Misc. No.41535 of 2007

VIDYA SHANKAR PANDEY ….Petitioner

Versus

1.SUNIL KUMAR PANDEY

2. THE STATE OF BIHAR

…….Opposite parties

With

Cr.Misc. No.42206 of 2007

VIDYA SHANKAR PANDEY …….Petitoner

Versus

1. BANSHIDHAR PANDEY
2. THE STATE OF BIHAR

……Opposite parties

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For the petitioner — Mr. Ashok Kumar Sinha, Sr. Adv.
Mr. Ajay Kumar Ambastha, Adv.

For the opposite party — Mr. Tarakant Jha, Sr. Adv.
Mr. Amish Kumar, Adv.

For the State — Mr. Gopesh Kumar, APP

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7. 3.12.2008. All these applications are for cancellation of anticipatory / regular bails granted to opposite parties by different courts in Danapur P. S. Case No. 325 of 2007 registered under Sections 419/420/467/468/471/406 and 3/4/5 of Dowry Prohibition Act.

Heard learned counsel for both the parties.

It appears from the record that it is a case of failed negotiation for marriage. The informant/petitioner of the case is the father of the girl. Opposite parties are relatives of the boy. The allegation is that on false statement that the boy was a Software Engineer in T.C.S at Gurgaon, the informant got the marriage of his daughter settled on dowry of Rs.15 lakhs cash with articles. On different dates, on demand from the side of the boy, cash of Rs.10 lakh in total was also paid. However, later on, it transpired that the boy was unemployed having no engineering degree.

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It further transpired from the orders granting bail to the opposite parties that main ground for granting bail is Ikararnama (Annexure-2) admittedly written by the informant regarding having no grievance against groom parties as they had refunded all articles.

These applications for cancellation of bails have been filed mainly on the ground that bails have been obtained on false statement that cash advanced by the petitioner was also returned. But reality is that cash has not yet been returned by the groom party. However, learned counsel for the petitioner did not dispute execution of Annexure-2 (Ikararnama).

The question as to whether any amount was returned or

not has got no significance. The matter remains that in all cases bails have been granted on the ground that the matter has been settled between the parties and now the petitioner/informant has no grievance against the opposite parties. Annexure-2 is Ikararnama. Under such circumstances, question of cancellation of bail does not arise.

Accordingly, these applications for cancellation of bails are, hereby, rejected.

kanchan **(Ghanshyam Prasad, J.)**

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